

**CITY COUNCIL MEETING
McMinnville, Oregon**

AGENDA

**McMINNVILLE CIVIC HALL
200 NE SECOND STREET**

**February 23, 2016
6:00 p.m. – Informal Dinner Meeting
7:00 p.m. – Regular Council Meeting**

Welcome! All persons addressing the Council will please use the table at the front of the Board Room. All testimony is electronically recorded. Public participation is encouraged. If you desire to speak on any agenda item, please raise your hand to be recognized after the Mayor calls the item. If you wish to address Council on any item not on the agenda, you may respond as the Mayor calls for "Invitation to Citizens for Public Comment."

NOTE: *The Dinner Meeting will be held at the McMinnville Civic Hall and will begin at 6:00 p.m.*

CITY MANAGER'S SUMMARY MEMO

- a. City Manager's Summary Memorandum

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVITATION TO CITIZENS FOR PUBLIC COMMENT – *The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than:*

- 1) a topic already on the agenda;*
- 2) a matter in litigation,*
- 3) a quasi judicial land use matter; or,*
- 4) a matter scheduled for public hearing at some future date.*

The Mayor may limit the duration of these comments.

CONSIDER MINUTES OF THE NOVEMBER 24, 2015 DINNER AND REGULAR MEETINGS

- a. Consider Minutes of the November 24, 2015 Dinner and Regular City Council Meetings
- 1. NEW BUSINESS
 - a. Love Your Library Month
 - b. McMinnville Downtown Association Presentation of the Annual Reviewed Financial Statements
 - c. McMinnville Community Media - Video Highlight Report
 - 2. RESOLUTIONS

- a. Resolution No. 2016 - ____ - A Resolution authorizing the approval of an Intergovernmental Agreement for Right of Way Services (Agreement No. 31156), between the City of McMinnville and the Oregon Department of Transportation, regarding the Oregon Route 99W at 2nd Street Signal Replacement project.
 - b. Resolution No. 2016 - ____ - A resolution authorizing the acquisition of property for the 5th Street transportation bond project, and exercising the power of eminent domain.
3. ADVICE / INFORMATION ITEMS
- a. Reports from Councilors on Committee and Board Assignments
 - b. Department Head Reports
 - c. City of McMinnville Building Division Reports for the Period Ending January 31, 2016
4. ADJOURNMENT



City Council- Regular

TO: Mayor and City Council
FROM: Rose Lorenzen, Administrative Assistant / HR Analyst
DATE: 02/23/2016
SUBJECT: City Manager's Summary Memorandum

SUMMARY:

M E M O R A N D U M

DATE: February 17, 2016
TO: Mayor and City Council
FROM: Martha Meeker, City Manager
SUBJECT: Agenda for the Regular Council Session for February 23th, 2016

PRESENTATION: "Love Your Library" Month

Jenny Berg, City of McMinnville's Library Director, will provide a look at services the Library provides for our Citizens.

PRESENTATION: McMinnville Downtown Association (MDA) Annual Financial Statement

Cassie Sollars, Executive Director for the MDA, will present the MDA's financial report for the last year.

PRESENTATION: McMinnville Community Media (MCM) Video Highlight Report

Jerry Eichten, Executive Director for MCM, will present a Year in Review look at what McMinnville Community Media accomplished for 2015.

RESOLUTIONS

Resolution - Authorizing the Acquisition of Property for the 5th Street Transportation Bond Project and Exercising the Power of Eminent Domain

As provided for in the 2014 Transportation Bond measure, the City is working to improve NE 5th Street (from Adams Street to Lafayette Avenue) with the installation of traffic signals, pedestrian safety improvements, and pavement upgrades. To accommodate this, the City needs to acquire nine parcels of land (total = 391.44 sq ft) to allow for sidewalks, light pole placements, and rights of way. In addition, the City needs to acquire an easement on an additional 93.55 sq ft to allow for replacement work for an existing sidewalk located at 347 NE 4th Street.

Resolution -Authorizing the Approval of an Intergovernmental Agreement for Right of Way

Services (Agreement No. 31156), between the City of McMinnville and the Oregon Department of Transportation, Regarding the Oregon Route 99W at 2nd Street Signal Replacement project

On July 28th 2015, the Council entered into an overarching Intergovernmental Agreement with the Oregon Department of Transportation to facilitate improvements to NE 2nd Street between Adams and Cows Streets. This project has now progressed to the point where further delineation between the City and ODOT is needed on the roles and responsibilities regarding the acquisition of needed rights of way.



City Council- Regular

Meeting Date: 02/23/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Consider Minutes of the November 24, 2015 Dinner and Regular City Council Meetings

BACKGROUND:

Please see attached minutes

Attachments

Minutes

CITY OF MCMINNVILLE
MINUTES OF DINNER MEETING of the McMinnville City Council
Held at the Kent L. Taylor Civic Hall on Gormley Plaza
McMinnville, Oregon

Tuesday, November 24, 2015 at 6:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

Councilors:	<u>Present</u>	<u>Excused Absence</u>
	Remy Drabkin	Kellie Menke
	Scott Hill	Alan Ruden
	Kevin Jeffries	Larry Yoder

Also present were City Manager Martha Meeker, Interim City Attorney Walt Gowell, Community Development Director Mike Bisset, Information Systems Director Scott Burke, Visit McMinnville Executive Director Jeff Knapp, and members of the news media, Don Iler of the *News Register* and Dave Adams of KLYC Radio.

DINNER

CALL TO ORDER: Mayor Olson called the Dinner Meeting to order at 6:37 p.m. and welcomed all in attendance. Mayor Olson briefly reviewed the agenda items that were on the Council's Regular Meeting agenda.

Mayor Olson noted that in addition to an ordinance granting a non-exclusive telecommunications franchise to Astound and an ordinance amending Chapter 13.12.070 of the McMinnville *Municipal Code* (Ordinance 4987) regarding sewer user charges for monitored industrial/commercial users (the Second Reading of the ordinance); there were five resolutions that would be before the Council at its Regular Meeting. He noted that he wished to discuss one of the resolutions, (approving Task Order No. 1 to the Personal Services Contract for the design of the 5th Street and Alpine Avenue transportation bond measure projects). He pointed out that he was concerned about the costs associated with a roundabout at the Lafayette and 5th Street intersection. He aired his concern that there was nothing in the Task Order that addressed the roundabout and suggested that a clause could be added to the Task Order. That way, the Task Order could move forward with a stipulation that the consultants bring back design costs for the roundabout. Community Development Director Bisset advised that the Task Order reflects the project as was advertised in the transportation bond. He suggested that Council could direct staff to continue with discussions surrounding the roundabout and information could be brought back to the next City Council meeting.

ADJOURNMENT: Mayor Olson adjourned the Dinner Meeting at 7:07 p.m.

Rose A. Lorenzen, Recording Secretary

CITY OF McMinnville
MINUTES OF REGULAR MEETING of the McMinnville City Council
Held at the Kent L. Taylor Civic Hall on Gormley Plaza
McMinnville, Oregon

Tuesday, November 24, 2015 at 7:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

Councilors:	<u>Present</u>	<u>Excused Absence</u>
	Remy Drabkin	Alan Ruden
	Kellie Menke	
	Scott Hill	Larry Yoder
	Kevin Jeffries	

Also present were City Manager Martha Meeker, Interim City Attorney Walt Gowell, Community Development Director Mike Bisset, Information Systems Manager Scott Burke, Visit McMinnville Executive Director Jeff Knapp, and members of the news media, Don Iler of the *News Register* and Dave Adams of KLYC Radio.

AGENDA ITEM

CALL TO ORDER: Mayor Olson called the meeting to order at 7:14 p.m. and welcomed all in attendance. He noted for the record that Councilor Ruden had been excused from the evening's meeting.

PLEDGE OF ALLEGIANCE: Councilor Hill led in the recitation of the Pledge of Allegiance.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: Mayor Olson asked if there were citizens in the audience who wished to discuss items not on the evening's agenda.

J. W. Milligan, 624 NE 2nd Street, spoke about the importance of citizen involvement and participation in civic matters. He suggested that the City's website be updated and the online calendar of events should be kept current. All City meetings should be on the calendar. He also suggested that all City-affiliated committees and committee members should engage the community on a regular basis.

Mercedes Chavez, 2161 NE Lafayette Avenue, spoke to the Council once again regarding the traffic citation she was issued and that the Police Chief had not contacted her as promised. City Manager Meeker reminded Ms. Chavez that she had been directed to call Police Chief Scales to discuss

the matter. Ms. Chavez reiterated that the police have harassed her and she did not consent to being told that she owes a debt she feels she does not owe.

CONSIDER MINUTES: Councilor Hill MOVED to adopt the minutes of the September 22, 2015 Work Session and Regular City Council Meeting as submitted; SECONDED by Councilor Menke. Motion PASSED unanimously.

1

NEW BUSINESS

1 a

THANK YOU FROM HENDERSON HOUSE - SAVENIA FALQUIST:
Henderson House Executive Director Savenia Falquist, and Board Members Chris Rodgers and Beverly Knutson thanked the City Council for all they had done for the Family Crisis Center. They were especially thankful that the Council had provided them the opportunity to expand their shelter facility when the deed for the Henderson House was passed from the City to the shelter. She also thanked Walt and Shelley Gowell who located the current Henderson House facility in 1987. In 1989, they received the Community Development Block Grant that was spearheaded by former Mayor Ed Gormley, former Planning Director Rick Highsmith, and former Board Member Ron Stone.

Ms. Falquist related how the idea to approach the City for clear title came about. She once again thanked the Henderson House Board and the City Council and stated that it truly does take a whole community to make things happen.

Ms. Falquist presented a drawing of an art piece that would be finished in the near future and given to the City.

Mayor Olson stated that it was the Council's privilege to assist Henderson House and thanked her for the piece of art. He advised that it would be displayed prominently.

1 b

PRESENTATION BY SUSAN MEREDITH REGARDING LEAKING LEACHATE AND BY BRIAN DOYLE, PhD REGARDING THE YINGER REPORT AND HYDROLOGY AND SEISMIC STABILITY AT RIVERBEND LANDFILL:
Susan Meredith, Board Member of Stop the Dump Coalition spoke about the ground water test well sampling and associated data at the Riverbend Landfill. The data was researched by hydrologists Mark Yinger Associates published in the Yinger Report. She noted that to date the Department of Environmental Quality has not responded to the report. Ms. Meredith referenced her two-page map and explained that several of the cells and monitoring and compliance wells have reported highly elevated levels of leachate and toxins and that the leachate is leaking from within cells 1, 2, and 3. She reminded the Council that if/when a large earthquake occurs, it will destroy the leachate and gas collection systems at Riverbend and the massive spill will reach the river.

Brian Doyle stated that he was also a Stop the Dump Coalition Board Member. He spoke of the landfill's seismic

vulnerability. He explained that the main concern is the soil located underneath the landfill. He advised that it is his belief there are sand deposits under the landfill that have never firmly settled and, if vibrated, would turn to liquid. Whatever is on top of the sand would sink. Sandy soils liquefy in earthquakes when heavy materials are built on top of it. If there is an earthquake and the land settles, the landfill's plastic liners would tear and be unusable.

Mr. Doyle advised that in September of 2015, a Waste Management official agreed that there was unstable, liquefiable soils under some of the cells and also some soils under the existing berm that are also unstable. He explained that Waste Management's solution to the instability of the berm is to drill down in several locations and create cement soil columns. We advised that the Stop the Dump Coalition believes in a large earthquake event, this stopgap would not be effective in maintaining the berm's stability.

Each of the Council members thanked Ms. Meredith and Mr. Doyle for their informative report.

1 c

VISIT McMINNVILLE FINANCIAL OVERVIEW: Mayor Olson welcomed Visit McMinnville Executive Director Jeff Knapp. Mr. Knapp, on behalf of the Visit McMinnville Board of Directors, thanked the Council, staff, and Committee members for all the hard work and hours spent in launching Visit McMinnville. He acknowledged those Board members present: Erin Stephenson, Ty Rollins, Councilor Hill, and City Manager Meeker.

Mr. Knapp distributed and reviewed Visit McMinnville's Business Plan for 2016 and explained how success would be measured. He advised that it is their plan to move forward with the Visitors' Center in 2017. The Visitor's Center is currently operated by the McMinnville Area Chamber of Commerce. He thanked the Council for their vision and advised that his job is a "dream job" that will show the world how special McMinnville is.

Each of the Councilors expressed their excitement about the opportunities Visit McMinnville will bring to the community and they each thanked Mr. Knapp and the Board of Directors for their fiscal acumen and leadership.

2

ORDINANCES

2 a

GRANTING A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE TO Astound: City Manager Meeker introduced Wave Business Solutions representative Fred Miller. Mr. Miller explained that Astound is a member of the Wave Business Solutions family.

City Manager Meeker stated that Astound will need to work within the City's rights-of-way and will be doing business

in McMinnville. She explained that the franchise agreement is very near completion and the ordinance will be read as a first reading only at this evening's meeting.

Interim City Attorney Gowell read by title only Ordinance No. 4998 granting a non-exclusive telecommunications franchise to Astound. (No Councilor present requested that the ordinance be read in full.)

Recording Secretary Lorenzen polled the Council. The roll-call vote was unanimous in support of the ordinance. The ordinance will be brought back for the second reading at the first meeting after the completion of the franchise agreement.

- 2 b AMENDING CHAPTER 13.12.070 OF THE McMINNVILLE MUNICIPAL CODE (ORDINANCE 4987) REGARDING SEWER USER CHARGES FOR MONITORED INDUSTRIAL/COMMERCIAL USERS (SECOND READING): Interim City Attorney Gowell read by title only Ordinance No. 4997 amending Chapter 13.12.070 of the McMinnville Municipal Code (Ordinance 4987) regarding sewer user charges for monitored industrial/commercial users. (No Councilor present requested that the ordinance be read in full.)

Ordinance No. 4997 PASSED by a majority roll-call vote. (NAY: Drabkin.)

3 RESOLUTIONS

- 3 a ESTABLISHING REVISED SANITARY SEWER USER FEES; AND REPEALING RESOLUTION No. 2014-2: Community Development Director Bisset referred to his brief memorandum in the Council's informational packets and reminded the Council that the resolution would implement the updated financial plan that was previously considered and approved. The fees reflect an overall 2.8 percent increase, with the actual increase based on class. These fees will accrue over a four-year period.

Councilor Menke MOVED to adopt Resolution No. 2015-57 establishing revised sanitary sewer user fees; and repealing Resolution 2014-2; SECONDED by Councilor Yoder. Motion PASSED by a majority vote. (NAY: Drabkin.)

- 3 b APPROVING TASK ORDER NO. 1 TO THE PERSONAL SERVICES CONTRACT FOR THE DESIGN OF THE 5TH STREET AND ALPINE AVENUE TRANSPORTATION BOND MEASURE PROJECTS: Mayor Olson advised that there had been conversation at the Dinner Meeting regarding his concern regarding no reference in the Task Order for the potential of a roundabout within the project.

Community Development Director Bisset referred to his brief staff report and the proposed Task Order. He pointed out that, as noted by Mayor Olson, the scope of work is for the 5th and Alpine Transportation Bond Project. The Task Order anticipates a traffic signal at the intersection of 5th Street and Lafayette Avenue. Since the Task Order was

written, the concept of a roundabout at that intersection had been presented. He advised that staff will put together a list of pros and cons for the inclusion of the roundabout and would present that list at an upcoming Council meeting. The list will include traffic, costs, and land impacts of a roundabout at that intersection. Approval of the Task Order as presented would not preclude the Council's moving forward with a roundabout should they decide to do so. He further explained that should the Council determine they would like to move forward with a roundabout, the cost of the design work would remain the same, it would only require a change in the scope of work.

Councilor Drabkin MOVED to adopt Resolution No. 2015-58 approving Task Order No. 1 to the Personal Services Contract for the design of the 5th Street and Alpine Avenue Transportation Bond Measure Projects; SECONDED by Councilor Hill. Motion PASSED unanimously.

Councilor Hill recognized Community Development Director Bisset and Planning Director Montgomery and McMinnville Urban Renewal Advisory Committee (MURAC) Chair Gowell for their work on this project. He advised that this was another very successful partnership between the City and the MURAC.

3 c

AWARDING THE CONTRACT FOR SANITARY DEWER FLOW MONITORING AND INFLOW & INFILTRATION ASSESSMENT: Community Development Director Bisset directed the Council's attention to the brief staff report located in the informational packet of material and advised that the community has invested a significant amount of resources to rehabilitate the City's sanitary sewer system and the rehabilitation of old sewer pipes to reduce the inflow and infiltration (I & I) that goes to the Water Reclamation Facility. He explained that the proposed resolution would allow staff to monitor the flows in those areas. Staff will report back to the Council the progress on the I & I reduction. The basins involved are both the Downtown Basin and the High School Basin and the monitoring will also take in some of the area a bit farther west of these two basins.

Councilor Yoder MOVED to approve Resolution No. 2015-59 awarding the contract for sanitary sewer flow monitoring and inflow & infiltration assessment; SECONDED by Councilor Drabkin. Motion PASSED unanimously.

3 d

APPROVING ENTERING INTO A CONTRACT WITH AHA CONSULTING, INC.: Information Systems Director Burke advised that in September the City sent out a Request for Proposals for website design and development services. Seven proposals were received and reviewed. Aha Consulting, Inc. was determined to have submitted the best proposal, with the lowest cost and the most comprehensive design. Aha Consulting has worked on many cities internal to Oregon as well as cities outside of Oregon. They will host the City's website on three different servers in the United

States. City Manager Meeker added that she believed this to be an exciting opportunity for the City and all were very excited to be able to add additional content to the City's website.

Mayor Olson stated that it was exciting to know that one of the owners of Aha Consulting is a McMinnville High School graduate whose parents continue to live in McMinnville.

Councilor Menke MOVED to adopt Resolution No. 2015-60 approving entering into a contract with Aha Consulting, Inc.; SECONDED by Councilor Hill. Motion PASSED unanimously.

3 e AWARDING THE EXECUTION OF AN EASEMENT AGREEMENT WITH WAVE BUSINESS SOLUTIONS LLC: Mayor Olson noted for the record that although Ordinance No. 4998 will need a second reading, it was decided to move forward with the resolution and that it would become effective with the second reading.

Councilor Jeffries MOVED to approve Resolution No. 2015-61 awarding the execution of an easement agreement with Wave Business Solutions LLC; SECONDED by Councilor Hill. Motion PASSED unanimously.

4 ADVICE / INFORMATION ITEMS

4 a & b COUNCIL AND DEPARTMENT HEAD REPORTS: Each Councilor and Department Head present gave a brief report.

5 ADJOURNMENT: Mayor Olson adjourned the meeting at 9:04 p.m.

Rose A. Lorenzen, Recording Secretary



City Council- Regular

Meeting Date: 02/23/2016

TOPIC

Love Your Library Month

Attachments

Love Your Library



Statistics of Interest

2014/15

- . 70,239 people used the library computers
- . 33,444 used the library wireless connection
- . 339,298 items were checked out by library patrons
(including downloadable ebooks and audio, DVDs, magazines, books on CD, and print books)
- . 15,295 people attended library programs



City Council- Regular

Meeting Date: 02/23/2016

TOPIC

McMinnville Downtown Association Presentation of the Annual Reviewed Financial Statements



City Council- Regular

Meeting Date: 02/23/2016

TOPIC

McMinnville Community Media - Video Highlight Report



City Council- Regular

Meeting Date: 02/23/2016

Subject: 2nd Street Signals project - Right of Way Agreement

From: Mike Bisset, Community Development Director

AGENDA ITEM:

Resolution No. 2016 - ____ - A Resolution authorizing the approval of an Intergovernmental Agreement for Right of Way Services (Agreement No. 31156), between the City of McMinnville and the Oregon Department of Transportation, regarding the Oregon Route 99W at 2nd Street Signal Replacement project.

BACKGROUND:

The voter approved 2014 transportation bond measure included a project to improve NE 2nd Street between Adams and Cows streets. The project is intended to address traffic congestion in the area, and will include installing an additional turn lane; a westbound right turn lane; bike lanes; pedestrian improvements; and upgraded traffic signals.

The project will be completed in cooperation with the Oregon Department of Transportation (ODOT), which has jurisdiction over Adams and Baker Streets (Hwy 99W). The City will manage the project, including completion of the design, acquisition of any needed right-of-way, bidding, contract administration, and project construction management. ODOT will contribute up to \$500,000 in state funds to cover the signal upgrade costs, as outlined in the previously approved Cooperative Improvement Agreement No. 30520.

Agreement No. 30520 requires that the City and ODOT enter into a separate Right of Way Services Agreement, outlining the roles and responsibilities regarding the acquisition of property for the project.

RECOMMENDATION:

Staff recommends that the City Council approve the attached resolution authorizing the City Manager to sign the Intergovernmental Agreement for Right of Way Services (Agreement No. 31156) with the State of Oregon, Department of Transportation.

Attachments

RESOLUTION
Agreement 31156

RESOLUTION NO. 2016 - _____

A Resolution authorizing the approval of an Intergovernmental Agreement for Right of Way Services (Agreement No. 31156), between the City of McMinnville and the Oregon Department of Transportation, regarding the Oregon Route 99W at 2nd Street Signal Replacement project.

RECITALS:

The voter approved 2014 transportation bond measure included a project to improve NE 2nd Street between Adams and Cows streets, for the purpose of addressing traffic congestion in the area, by installing an additional turn lane, a westbound right turn lane, bike lanes, pedestrian improvements, and upgraded traffic signals.

The project will be completed in cooperation with the Oregon Department of Transportation (ODOT), which has jurisdiction over Adams and Baker Streets (Hwy 99W), whereby the City will manage the project, including completion of the design, acquisition of any needed right-of-way, bidding, contract administration, and project construction management, and ODOT will contribute up to \$500,000 in state funds to cover the signal upgrade costs, as outlined in the previously approved Cooperative Improvement Agreement No. 30520.

Agreement No. 30520 requires that the City and ODOT enter into a separate Right of Way Services Agreement, outlining the roles and responsibilities regarding the acquisition of property for the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:

1. The Intergovernmental Agreement for Right of Way Services (Agreement No. 31156) with the State of Oregon, Department of Transportation, attached hereto as Exhibit A, is approved.
2. The City Manager is hereby authorized and directed to execute the agreement between the State of Oregon, acting by and through its Department of Transportation, and the City of McMinnville.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a meeting held the 23rd day of February 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 23rd day of February 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES
OR 99W at 2nd Street Signal Replacement
City of McMinnville**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and the CITY OF MCMINNVILLE, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. That certain 2nd Street is a city street under the jurisdiction and control of Agency and Agency may enter into an agreement for the acquisition of real property.
4. OR 99W is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
5. This Agreement shall define roles and responsibilities of the Parties regarding the real property to be used as part of right of way for road, street or construction of public improvement. The scope and funding is further described in Cooperative Improvement Agreement number 30520. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "Project."
6. As of this time there are no local public agencies (LPAs) certified to independently administer federal-aid projects for right of way services. Therefore, State is ultimately responsible for the certification and oversight of all right of way activities under this Agreement (except as provided under "Agency Obligations" for LPAs in State's certification program for consultant selection).

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, to accomplish the objectives in Agreement No. 30520, State and Agency agree to perform certain right of way activities shown in Special Provisions - Exhibit

A, attached hereto and by this reference made a part hereof. For the right of way services State performs on behalf of the Agency, under no conditions shall Agency's obligations exceed a maximum of \$5,000, including all expenses, unless agreed upon by both Parties.

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than December 31, 2018, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
3. The process to be followed by the Parties in carrying out this Agreement is set out in Exhibit A.
4. It is further agreed both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual."

STATE OBLIGATIONS

1. State shall perform the work described in Special Provisions - Exhibit A.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
4. State's right of way contact person for this Project is Keith Benjamin, Senior Right of Way Agent, ODOT, Region 2, 455 Airport Road SE, Building A, Salem, Oregon 97301-5395; telephone (503) 986-2609; email: Keith.S.Benjamin@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in Special Provisions - Exhibit A.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current budget. Agency is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the Project up to its maximum.
3. Agency's needed right of way services, as identified in Exhibit A, may be performed by qualified individuals from any of the following sources:
 - a. Agency staff,

- b. State staff,
- c. Staff of another local public agency, as described in ODOT's Right of Way Manual and approved by the State's Region Right of Way Office;
- d. Consultants from State's Full Service Architectural and Engineering (A&E) Price Agreement 2 Tier Selection Process. Tier 2 procurements must be requisitioned through State's Local Agency Liaison (LAL) with solicitation process administered by State Procurement Office. Forms and procedures for Tier 2 process are located at: <http://www.oregon.gov/ODOT/CS/OPO/docs/fs/tier2guide.doc>;
- e. *Appraiser services procured by Agency from State's Qualified Appraiser List (on line at <http://www.oregon.gov/ODOT/HWY/ROW/Pages/index.aspx>);
- f. *Other right of way related services procured by Agency from any source of qualified contractors or consultants.

* Selections may be based on price alone, price and qualifications, or qualifications alone followed by negotiation. **Federally funded procurements** by Agency for right of way services must be conducted under State's certification program for consultant selection and must comply with requirements in the [LPA A&E Requirements Guide](#) (and must use the State's standard [A&E Contract Template for LPAs](#) which may be modified to include State-approved provisions required by Agency). **State and local funded procurements** by Agency must be in conformance with applicable State rules and statutes for A&E "Related Services" (and Agency may use its own contract document).

- 4. If Agency intends to use Agency staff, staff of another local public agency, consultants (except for consultants on State's Qualified Appraiser List), or contractors to perform right of way services scheduled under this Agreement, Agency must receive prior written approval from State's Region Right of Way Office.
- 5. The LPA A&E Requirements Guide and A&E Contract Template referenced above under paragraph 3 are available on the following Internet page: [http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx#Local_Public_Agency_\(LPA\)_Consultant_Templates_and_Guidance_Docs](http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx#Local_Public_Agency_(LPA)_Consultant_Templates_and_Guidance_Docs).
- 6. Agency or its subcontractor will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual."
- 7. Agency represents that this Agreement is signed by personnel authorized to do so on behalf of Agency.
- 8. Agency's right of way contact person for this Project is Michael Bisset, Community Development Director, City of McMinnville, 231 NE 5th Street, McMinnville, Oregon 97128; telephone (503) 434-7312 ext. 2750; email: bissetm@ci.mcminnville.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

PAYMENT FOR SERVICES AND EXPENDITURES:

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of \$5,000. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.
2. Agency agrees to reimburse salaries and payroll reserves of State employees working on Project, direct costs, costs of rental equipment used, and per-diem expenditures.

GENERAL PROVISIONS:

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
 - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation,

the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

5. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
7. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
8. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in

connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. When federal funds are involved in this Agreement, Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
11. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
12. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
13. This Agreement and attached exhibits and Agreement No. 30520 constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow

CITY OF McMinnville, by and through
its designated officials

By _____
City Manager

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Agency Counsel

Date _____

Agency Contact:

Michael Bisset
Community Development Director
City of McMinnville
231 NE 5th Street
McMinnville, Oregon 97128
Telephone (503) 434-7312 ext. 2750
bissetm@ci.mcminnville.or.us

State Contact:

Keith Benjamin, Senior Right of Way Agent
ODOT, Region 2
455 Airport Road SE, Building A
Salem, Oregon 97301-5397
(503) 986-2609
Keith.S.Benjamin@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Right of Way Manager

Date _____

By _____
Region 2 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By N/A
Assistant Attorney General

Date _____

APPROVED

(If Litigation Work Related to Condemnation is
to be done by State)

By N/A
Chief Trial Counsel

Date _____

SPECIAL PROVISIONS EXHIBIT A

Right of Way Services

THINGS TO BE DONE BY STATE OR AGENCY

1. Pursuant to this Agreement, the work performed on behalf of the Agency can be performed by the Agency, the Agency's consultant, the State or a State Flex Services consultant, as listed under Agency Obligations, paragraph 3 of this Agreement. The work may be performed by Agency staff or any of these representatives on behalf of Agency individually or collectively provided they are qualified to perform such functions and after receipt of approval from the State's Region 2 Right of Way Manager.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.

Instructions: Insert either: State, Agency, or N/A on each line.

A. Preliminary Phase

1. Agency shall provide preliminary cost estimates.
2. Agency shall make preliminary contacts with property owners.
3. Agency shall gather and provide data for environmental documents.
4. Agency shall develop access and approach road list.
5. Agency shall help provide field location and Project data.

B. Acquisition Phase

1. General:
 - a. When doing the Acquisition work, as described in this Section, Agency shall provide State with a status report of the Project quarterly.
 - b. Title to properties acquired shall be in the name of the Agency.
 - c. The Agency shall adopt a resolution of intention and determination of necessity in accord with ORS 35.235 and ORS 35.610, authorizing acquisition and condemnation, such approval will be conditioned on passage of a resolution by Agency substantially in the form attached hereto as Exhibit B, and by this reference made a part hereof. If the Oregon Department of Justice is to handle condemnation work, prior approval evidenced by Chief Trial Counsel, Department of Justice, signature on this Agreement is required; and authorization for such representation shall be included in the resolution adopted by the Agency. Prior approval by Oregon Department of Justice is required.

2. Legal Descriptions:

- a. Agency shall provide sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
- b. Agency shall provide construction plans and cross-section information for the Project.
- c. Agency shall write legal descriptions and prepare right of way maps. If the Agency acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide" and the "Right of Way Engineering Manual." The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
- d. Agency shall specify the degree of title to be acquired (e.g., fee, easement).

3. Real Property and Title Insurance:

- a. Agency shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
- b. Agency shall determine sufficiency of title (taking subject to). If the Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current "State Right of Way Manual" and the "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide." Agency shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.
- c. Agency shall conduct a Level 1 Initial Site Assessment, according to State Guidance, within Project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the Project design as possible, but at a minimum prior to property acquisition or approved design.
- d. Agency shall conduct a Level 2 Preliminary Site Investigation, according to State Guidance, of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Initial Site Assessment indicates the potential presence of contamination that could impact the properties.
 - If contamination is found, a recommendation for remediation will be presented to State.
- e. Agency shall be responsible for proper treatment and cost of any necessary remediation.

- f. Agency shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.
- 4. Appraisal:
 - a. Agency shall conduct the valuation process of properties to be acquired.
 - b. Agency shall perform the Appraisal Reviews to set Just Compensation.
 - c. Agency shall recommend Just Compensation, based upon a review of the valuation by qualified personnel.
- 5. Negotiations:
 - a. Agency shall tender all monetary offers to land-owners in writing at the compensation shown in the appraisal review. Agency shall have sole authority to negotiate and make all settlement offers. Conveyances taken for more or less than the approved Just Compensation will require a statement justifying the settlement. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions.
 - b. State and Agency shall determine a date for certification of right of way and agree to cosign the State's Right of Way Certification form. State and Agency agree possession of all right of way shall occur prior to advertising for any construction contract, unless exceptions have been agreed to by Agency and State.
 - c. Agency agrees to file all Recommendations for Condemnation at least seventy (70) days prior to the right of way certification date if negotiations have not been successful on those properties.
- 6. Relocation:
 - a. Agency shall perform any relocation assistance, make replacement housing computations, and do all things necessary to relocate any displaced parties on the Project.
 - b. Agency shall make all relocation and moving payments for the Project.
 - c. Agency shall facilitate the relocation appeal process.

C. Closing Phase

- 1. Agency shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments. State shall submit all signed Final Report packets, information required by the Uniform Act, and agreements to the Agency.

2. Agency shall record conveyance documents, only upon acceptance by appropriate agency.

D. Property Management

1. Agency shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
2. Agency shall dispose of all improvements and excess land consistent with Agency prevailing laws and policies.

E. Condemnation

1. Agency may offer mediation if the Agency and property owners have reached an impasse.
2. Agency shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
3. Agency shall perform all legal and litigation work related to the condemnation process. Agency is responsible for passage of a resolution substantially in the form attached hereto as Exhibit B, and by this reference made a part hereof, specifically identifying the property being acquired.
4. When State shall perform legal or litigation work related to the condemnation process, Agency acknowledges, agrees and undertakes to assure that no member of Agency's board or council, nor Agency's mayor, when such member or mayor is a practicing attorney, nor Agency's attorney nor any member of the law firm of Agency's attorney, board or council member, or mayor, will represent any party, except Agency, against the State of Oregon, its employees or contractors, in any matter arising from or related to the Project which is the subject of this Agreement.

F. Transfer of Right of Way to State

When right of way is being acquired in Agency's name, Agency agrees to transfer and State agrees to accept all right of way acquired on the State highway. The specific method of conveyance will be determined by the Agency and the State at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. Agency agrees to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agency during the right of way acquisition process, and the Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

G. Transfer of Right of Way to Agency

When right of way is being acquired in State's name, State agrees to transfer and Agency agrees to accept all right of way acquired on the Agency's facility. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agency information and file documentation associated with the transfer.

RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN EXHIBIT B

Right of Way Services

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A," attached to this resolution and, by this reference incorporated herein; now, therefore

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. The (insert title of agency)'s staff and the (Agency's Attorney, Counsel, or District's Counsel (or) (The Oregon Department of Transportation and the Attorney General) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).
4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this ____ day of _____, 20__

**Oregon Department of Transportation
COOPERATIVE IMPROVEMENT AGREEMENT
Oregon Route 99W at 2nd Street Signal Replacement
City of McMinnville**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the CITY OF McMINNVILLE, acting by and through its designated officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Oregon Route 99W (Pacific Highway West) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC) and is routed through the corporate limits of the Agency, known within this Project's limits as NE Adams Street and NE Baker Street. 2nd Street is a part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. State, by ORS [366.220](#), is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the Agency.
4. By the authority granted in ORS [810.210](#), State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.
5. Agency shall design and construct improvements to 2nd Street, which will include upgrading the signals located at NE Adams Street and NE Baker Street at 2nd Street. This Agreement will address State's contribution for the signal upgrade portion of Agency's 2nd Street Left Turn Lane project, and address maintenance and electrical energy for said signals.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, the Parties agree Agency shall upgrade the signals located at NE Adams Street and NE Baker Street at 2nd Street within Agency city limits hereinafter referred to as "Project". The signal upgrade is part of Agency's larger NE 2nd Street Left Turn Lane project. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Project will be financed at an estimated cost of \$500,000 in state funds. The estimate for the total Project cost is subject to change. Agency shall be responsible for Project costs beyond the estimate.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within three (3) calendar years following the date of final execution of this Agreement by both Parties.
4. Power and maintenance responsibilities as described in Agreement Number 11589 between Agency and State at NE Adams Street and NE Baker Street at 2nd Street shall be amended and superseded by this Agreement.

AGENCY OBLIGATIONS

1. Agency, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
2. Agency shall design and construct the Project in conformance with the current edition of the *ODOT Highway Design Manual* and the *Oregon Standard Specifications for Construction Manual*. Agency understands the Project shall be designed and constructed to State standards and approved by State prior to advertisement for bid, or construction of Project by Agency.
3. Agency shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind

and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which are on the state highway system.

4. Agency shall be responsible for and pay to the power company 100 percent of the power costs for the traffic signals. Agency shall require the power company to send invoices directly to Agency.
5. Agency or its consultant's electrical inspectors shall possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on state highways. The State District Permitting Office shall verify compliance with this requirement prior to construction.
6. Agency shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed in the Agency streets in such a manner as to provide adequate protection for said detector loops.
7. Agency, by execution of Agreement, gives its consent as required by ORS 373.050(1) to any and all closure of streets that intersect the state highway, if any there be, in connection with or arising out of the Project covered by the Agreement.
8. Agency shall provide to State permanent mylar "as constructed" plans for work on state highways. If Agency redrafts the plans, done in Computer Aided Design and Drafting (CADD) or Microstation, to get the "as constructed" set, and they follow the most current version of the "Contract Plans Development Guide, Volume 1 Chapter 16" http://www.oregon.gov/State/HWY/ENGSERVICES/docs/dev_guide/vol_1/V1-16.pdf, Agency shall provide to State a Portable Document Format (PDF) file and a paper copy of the plan set.
9. Agency shall keep accurate cost accounting records. Agency shall prepare and submit monthly itemized, progress invoices for traffic signal upgrade Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$500,000, including all expenses. Travel expenses will not be reimbursed.
10. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
11. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to

its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

12. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment or completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
13. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
14. Any such indemnification shall also provide that neither the Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
15. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws;

and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

16. Agency shall construct the Project in accordance with the requirements of ORS 276.071 including the public contracting laws within ORS Chapters 279A, 279B and 279C.
17. If Agency chooses to assign its contracting responsibilities to a consultant or contractor, Agency shall inform the consultant or contractor of the requirements of ORS 276.071, to ensure that the public contracting laws within ORS Chapters 279A, 279B and 279C are followed.
18. Agency or its contractor shall follow the Oregon Locate Laws (ORS 757 and OAR 952).
19. Agency or its consultant shall acquire all necessary rights of way according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual. Certification of right of way acquisition work must be made by the Agency (or on behalf of its consultant) doing the work. If Agency acquires the right of way, it shall provide a letter from Agency's legal counsel certifying that 1) the right of way needed for the Project has been obtained and 2) right of way acquisition has been completed in accordance with the right of way requirements contained in this Agreement. The certification form shall be routed through the State Region 2 Right of Way Office for co-signature and possible audit. Agency and State agree to enter into a separate Right of Way Services Agreement, referencing this Agreement number, identifying the roles and responsibilities of the Parties.
20. Agency shall obtain a permit to "Occupy or Perform Operations upon a State Highway" from assigned State District 3 Project Manager as well as land use permits, building permits, and engineering design review approval from State. Agency agrees to comply with all provisions of said permit(s), and shall require its developers, contractors, subcontractors, or consultants performing such work to comply with such permit and review provisions.
21. Pursuant to the statutory requirements of ORS 279C.380 Agency shall require their contractor to submit a performance bond to Agency for an amount equal to or greater than the estimated cost of the Project.
22. If Agency enters into a construction contract for performance of work on the Project, then Agency will require its contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.

- b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.
23. Agency shall obtain a miscellaneous permit to occupy State right of way through the State District 3 Office prior to the commencement of construction.
24. Agency is responsible for and ensures that all survey monuments recorded with a county and within or adjacent to the highway right of way shall be preserved in accordance with ORS 209.140 and 209.150. Any such monumentation that is damaged or removed during the course of the Project must be replaced in compliance with ORS Chapter 209 stipulations, the State Right of Way Monumentation Policy, and at Agency's own expense.
25. Agency is also responsible, at its own expense, for replacement of any additional State survey marks or other monumentation not recorded with a county that are damaged or removed during the course of the Project. In the event of such

replacement, Agency shall contact State's Geometronics Unit for replacement procedures.

26. If additional right of way is acquired for state highway right of way purposes as a result of the Project, then a right of way monumentation survey is required as defined in ORS 209.150 and 209.155. Agency agrees to provide such a survey, at its own expense, following ORS Chapter 209 stipulations, State Right of Way Monumentation Policy, and State's Geometronics Unit review and approval, and to file the legal survey with the appropriate Agency Surveyor's office as required
27. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
28. Agency's Project Manager for this Project is Michael Bisset, City of McMinnville Community Development Director, Community Development Center, 231 NE 5th Street, McMinnville, Oregon 97128; telephone (503) 434-7312 ext. 2750; email: bissetm@ci.mcminnville.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State's Region 2 Traffic Manager and State's Traffic Engineer shall review and must concur in the plans prepared by Agency, or its consultant, before the Project is advertised for a construction contract or before construction begins if Agency forces shall perform the work.
2. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of the Project invoice a maximum amount of \$500,000. Said maximum amount shall include reimbursement for all expenses. Travel expenses shall not be reimbursed.
3. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
4. State shall, upon signal turn on and proper operation, perform all necessary maintenance of said traffic signals, and control the timing established for operation of the traffic signals.
5. State grants authority to Agency to enter upon State right of way for the construction of this Project as provided for in miscellaneous permit to be issued by State District 3 Office.

6. State's Project Manager for this Project is Garland W. Sandel, Local Agency Liaison, 455 Airport Road SE, Building B, Salem, Oregon 97301; telephone (503) 986-2650; email: garland.w.sandel@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and

settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have

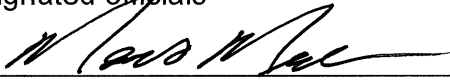
been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #18669) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).


Signature Page Follows

CITY OF McMINNVILLE, by and through
designated officials

By 
City Manager

Date 7/29/15

APPROVED AS TO LEGAL SUFFICIENCY

By 
Counsel

Date 7-29-15

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

Agency Contact:

Michael Bisset
Community Development Director
City of McMinnville
231 NE 5th Street
McMinnville, Oregon 97128
Phone (503) 434-7312 ext. 2750
Email bissetm@ci.mcminnville.or.us

State Contact:

Alan J. Fox
ODOT Project Leader
Region 2, Area 3
885 Airport Road SE, Building P
Salem, Oregon 97301-4788
Phone (503) 986-2681
Email: Alan.J.Fox@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

By _____
State Right of Way Manager

Date _____

By _____
State Traffic Engineer

Date _____

By _____
Region 2 Right of Way Program
Manager

Date _____

By _____
Area 3 Manager

Date _____

By _____
Region 2 Electrical Manager

Date _____





City Council- Regular

Meeting Date: 02/23/2016

Subject: 5th Street property acquisition
resolution

From: Mike Bisset, Community
Development Director

AGENDA ITEM:

Resolution No. 2016 - ____ - A resolution authorizing the acquisition of property for the 5th Street transportation bond project, and exercising the power of eminent domain.

BACKGROUND:

The City is working on the project to improve NE 5th Street, from Adams Street to Lafayette Avenue, including the installation of traffic signals, pedestrian safety improvements, and pavement upgrades, consistent with the City's adopted 2010 Transportation System Plan. Funding for the project was included in the voter approved 2014 Transportation Improvement bond measure.

The project has been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of transportation infrastructure so that property damage is minimized, transportation promoted, and travel safeguarded. To accomplish the project, it is necessary to acquire the fee title interest in nine (9) parcels and a temporary constructing easement over one parcel of property located along the existing City right-of-way (see attached descriptions and maps).

The attached resolution provides City staff, and its consultants (HDR Engineering), the authorization to acquire the needed right-of-way parcels and construction easements.

RECOMMENDATION:

Staff recommends that the Council adopt the attached resolution authorizing the acquisition of property for the 5th Street transportation bond project.

Attachments

RESOLUTION
RESOLUTION EXHIBIT A

RESOLUTION NO. 2016 - _____

A Resolution authorizing the acquisition of property for the 5th Street transportation bond project, and exercising the power of eminent domain.

RECITALS:

The City of McMinnville may exercise the power of eminent domain under ORS 223.105(2) and ORS Chapter 35 when deemed necessary by the City Council to accomplish public purposes for which the City has responsibility.

The City has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public.

The City is acting to improve NE 5th Street, from Adams Street to Lafayette Avenue, including the installation of traffic signals, pedestrian safety improvements, and pavement upgrades consistent with the City's adopted 2010 Transportation System Plan, and funding for the project was included in the voter approved 2014 Transportation Improvement bond measure.

The project has been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of transportation infrastructure so that property damage is minimized, transportation promoted, and travel safeguarded.

To accomplish the Project, it is necessary to acquire the fee title interest in nine (9) parcels and a temporary constructing easement over one parcel of property located along the existing City right-of-way, as described and shown in the attached exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON as follows:

1. The foregoing statements of authority and need are true and the Project is in the public interest.
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in the attached Exhibit A subject to payment of just compensation and to procedural requirements of Oregon law.
3. The City's staff and the City's agents are authorized to negotiate an agreement with the owner and other persons in interest as to the compensation to be paid for each acquisition and, in the event that no satisfactory agreement can be reached, the City's staff and the City's agents are authorized to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition.
4. The City of McMinnville expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 9th day of February 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 9th day of February 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

R/W Needs							02/10/2016
Number	Location	Property Owner	Property Address	Fee	TCE	ROW to be acquired	Comments
		5th/Adams					
1	SE	Citizens Bank	120 NE 5th St, McMinnville OR 97128	15.59 sf	0.00 sf	Yes	In order to maintain the ADA required 4' x 4' landing the signal pole needs to be located behind the sidewalk. The signal pole will have the ped crossing buttons and needs to be located at the back of the single parallel ramp.
2	NW	Henry, Clay	109 NW 5th St, McMinnville OR 97128	22.13 sf	0.00 sf	Yes	In order to maintain the ADA required 4' x 4' landing the signal pole needs to be located behind the sidewalk. The signal pole will have the ped crossing buttons and needs to be located at the back of the single parallel ramp.
		5th/Baker					
3	SE	Oregon Mutual Insurance Co.	400 NE Baker St McMinnville OR 97128	116.11 sf	0.00 sf	Yes	Signal pole location for EB 5th traffic. Pole needs to be located at the back side of sidewalk to maintain 4' x 4' ADA landing and 10' from OH lines. Closer than 10' and the OH lines need to be relocated.
4	SW	Citizens Bank	455 NE Baker St McMinnville OR 97128	88.05 sf	0.00 sf	Yes	Signal controller cabinet, power cabinet, and ped crossing button need to be relocated behind the sidewalk. The existing sidewalk is outside R/W in this location. Existing wood-post mounted sign will be relocated.
5	NW	Raman Inc	509 NE Baker St McMinnville OR 97128	32.00 sf	0.00 sf	Yes	In order to maintain the ADA required 4' x 4' landing the signal pole needs to be located behind the sidewalk. The signal pole will have the ped crossing buttons and needs to be located at the back of the single parallel ramp. The property owner's sign is located in the fee area and needs to be relocated due to the signal pole location.
		5th/Davis					
6	SW	Oregon Mutual Insurance Co.	347 NE 4th St McMinnville OR 97128	0.00 sf	93.55 sf	Yes	The existing R/W line is right at the back edge of sidewalk. With the contractor replacing this sidewalk a TCE is necessary for the contractor to perform the work and fix any accidental damage.
		5th/Evans					
7	NE	Yamhill County	535 NE 5th St, McMinnville OR 97128	18.69 sf	0.00 sf	Yes	In order to maintain the 4' x 4' ADA landing the signal pole needs to be located at the back of sidewalk and near the landing of the 2 perpendicular ramps.
8	SE	Yamhill County	434 NE Evans St, McMinnville OR 97128	38.99 sf	0.00 sf	Yes	In order to maintain the 4' x 4' ADA landing the signal pole needs to be located at the back of sidewalk and near the landing of the 2 perpendicular ramps.
9	SW	BBG Investments	422 NE 5th St, McMinnville OR 97128	20.83 sf	0.00 sf	Yes	In order to maintain the 4' x 4' ADA landing the signal pole needs to be located at the back of sidewalk and near the landing of the 2 perpendicular ramps. 10' lateral clearance from existing OH lines required unless OH utilities are relocated.
		5th/Lafayette Signal					
10	SW	Stocks, Kathleen	435 NE Johnson St McMinnville OR 97128	39.05 sf	0.00 sf	Yes	In order to maintain the 4' x 4' ADA landing the signal pole needs to be located at the back of sidewalk and near the landing of the parallel ramp. 10' lateral clearance from existing OH lines required unless OH utilities are relocated.

Parcel 1 – Fee

A parcel of land lying in the SE1/4 of the NE1/4 of Section 20, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of Lot 4, Block 5, of the "Original Plat of McMinnville", recorded July 3, 1865 in Deed Book G, Page 334, Deed Records of Yamhill County, said parcel being that portion of said property Northerly of the following described line:

Beginning at a point opposite and 41.00 feet Southerly of Engineer's Station 100+24.93 on the herein described center line of NE 5th Street; thence N46°33'54"E in a straight line to a point opposite and 25.00 feet Southerly of Engineer's Station 100+40.78 on said center line.

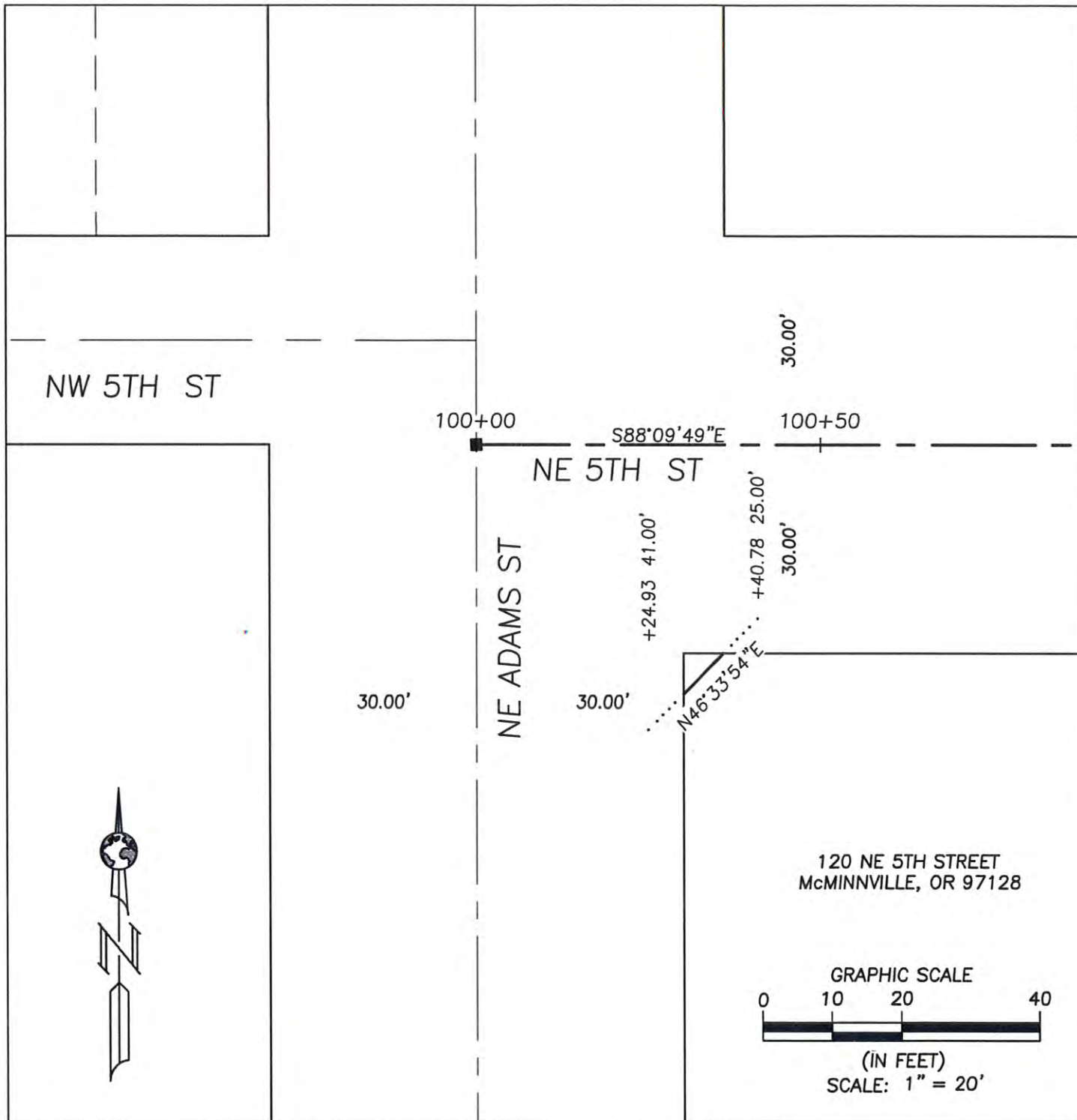
The center line of NE 5th Street is described as follows:

Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88° 09' 49" East, a distance of 300.07 feet; thence South 88° 11' 09" East, a distance of 2,270.32 feet; thence South 88° 11' 17" East, a distance of 704.14 feet to Engineer's center line station 132+74.53, said station being the centerline intersection of said NW 5th Street and NW Logan Street, monumented by 1/2" iron pipe in a monument case.

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

This parcel of land contains 17 square feet, more or less, outside the existing right of way.





REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert C. Lennox

OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16

EXHIBIT B

120 NE 5TH STREET, MCMINNVILLE
NE 1/4 SECTION 20, T4S, R4W, W.M., YAMHILL
COUNTY, OREGON

DATE JANUARY 25, 2016

JOB NO. 2015010

bluedot
group

land surveying & mapping
11700 sw 67th ave
portland, or 97223
v. 503.624.0108
www.bluedotgrp.com

Parcel 1 – Fee

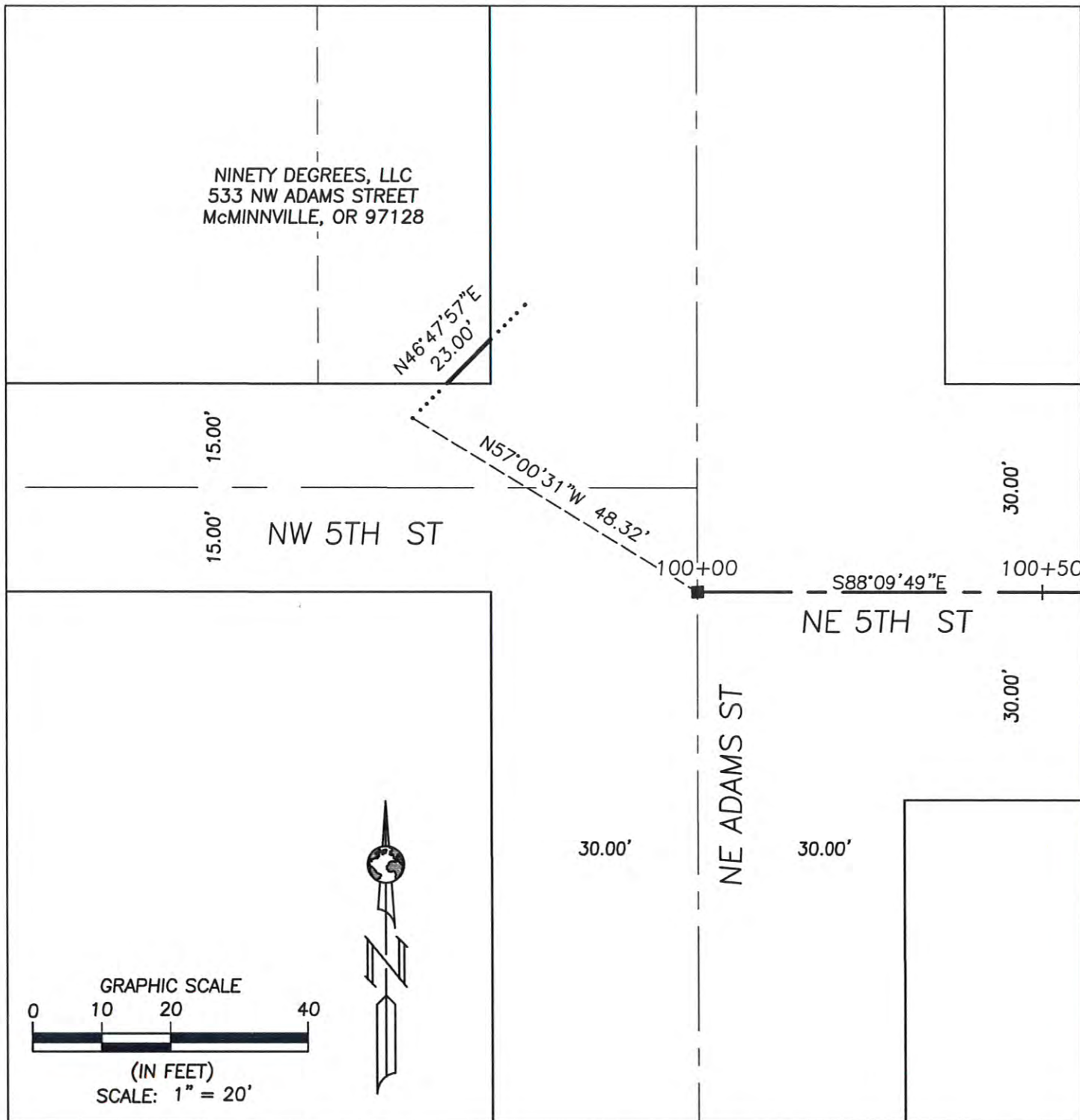
A parcel of land lying in the SE1/4 of the NE1/4 of Section 20, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in Statutory Warranty Deed to Ninety Degrees, LLC, recorded January 17, 2014 as Document No. 201400629, Deed Records of Yamhill County, said parcel being that portion lying Southeasterly of the following described line:

Beginning at the centerline intersection of NE 5th Street and NE Adams Street, monumented by a 3/4" iron bar, with a punch mark, in a case, from which the centerline intersection of NE 5th Street and NE Cows Street, monumented by a 1-1/2 inch inside diameter iron pipe with a 5/8 iron rod, in a case, bears South 88° 09' 49" East, a distance of 300.07 feet and South 88° 11' 09" East, a distance of 300.09 feet; thence North 57° 00' 31" West, a distance of 48.32 feet to the POINT OF BEGINNING of the herein described line; thence North 46° 47' 57" East, a distance of 23.00 feet.

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

This parcel of land contains 20 square feet, more or less, outside the existing right of way.





REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert C. Lennox

OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16

EXHIBIT B

NINETY DEGREES, LLC PROPERTY
533 NW ADAMS STREET, McMINNVILLE
NE 1/4 SECTION 20, T4S, R4W, W.M., YAMHILL
COUNTY, OREGON

DATE	JANUARY 15, 2016
JOB NO.	2015010

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group

land surveying & mapping
11700 sw 67th ave
portland, or 97223
v. 503.624.0108
www.bluedotgrp.com

EXHIBIT A - Page 1 of 1

Parcel 1 – Fee

A parcel of land lying in the SW1/4,NW1/4 of Section 21, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Warranty Deed to Oregon Mutual Insurance Company recorded July 1, 1974 in Book 100, Page 1889, Deed Records of Yamhill County, said parcel being that portion of said property Northerly of the following described line:

Beginning at a point opposite and 45.00 feet Southerly of Engineer's Station 103+25.21 on the herein described center line of NE 5th Street; thence N60°02'05"E in a straight line to a point opposite and 25.00 feet Southerly of Engineer's Station 103+57.50 on said center line.

The center line of NE 5th Street is described as follows:

Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88° 09' 49" East, a distance of 300.07 feet; thence South 88° 11' 09" East, a distance of 2,270.32 feet; thence South 88° 11' 17" East, a distance of 704.14 feet to Engineer's center line station 132+74.53, said station being the centerline intersection of said NW 5th Street and NW Logan Street, monumented by 1/2" iron pipe in a monument case.

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

This parcel of land contains 117 square feet, more or less, outside the existing right of way.

Parcel 2 – Temporary Easement for Construction

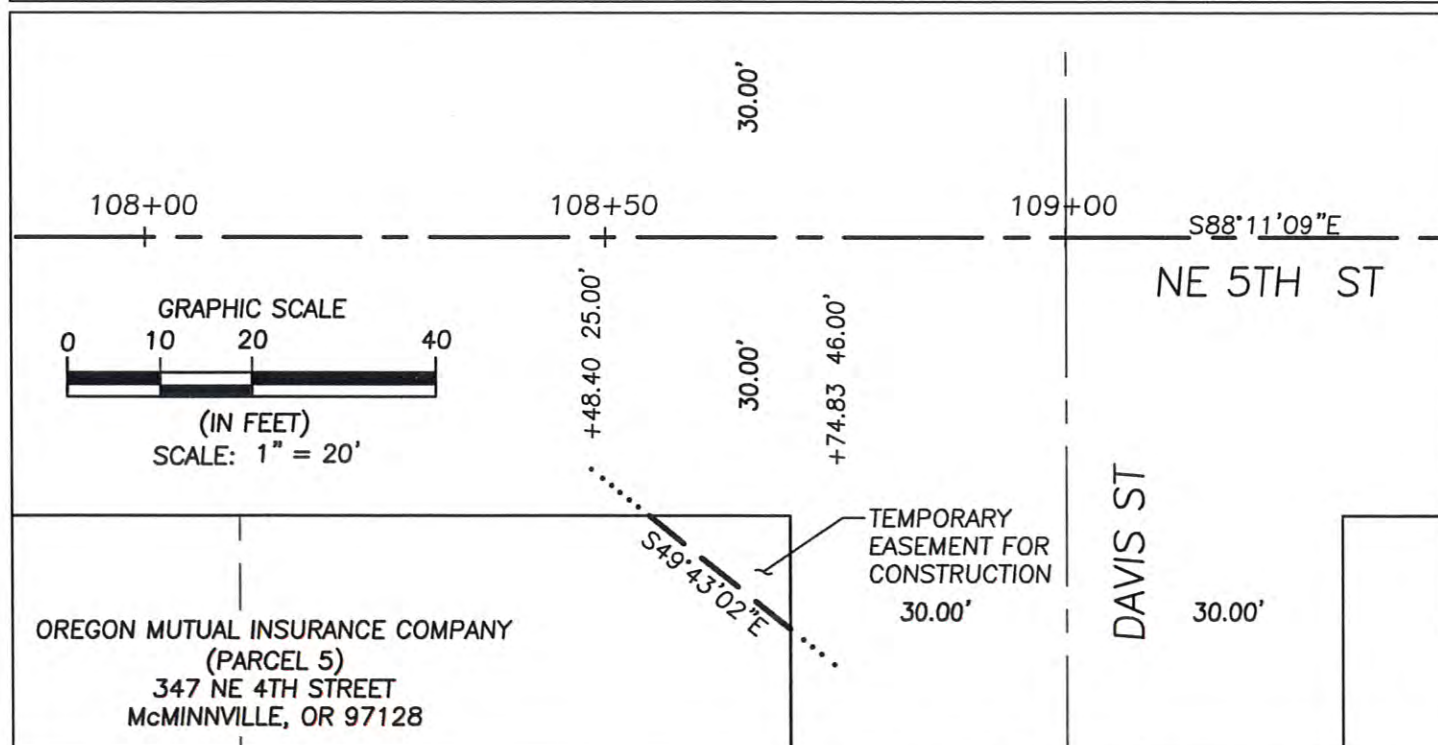
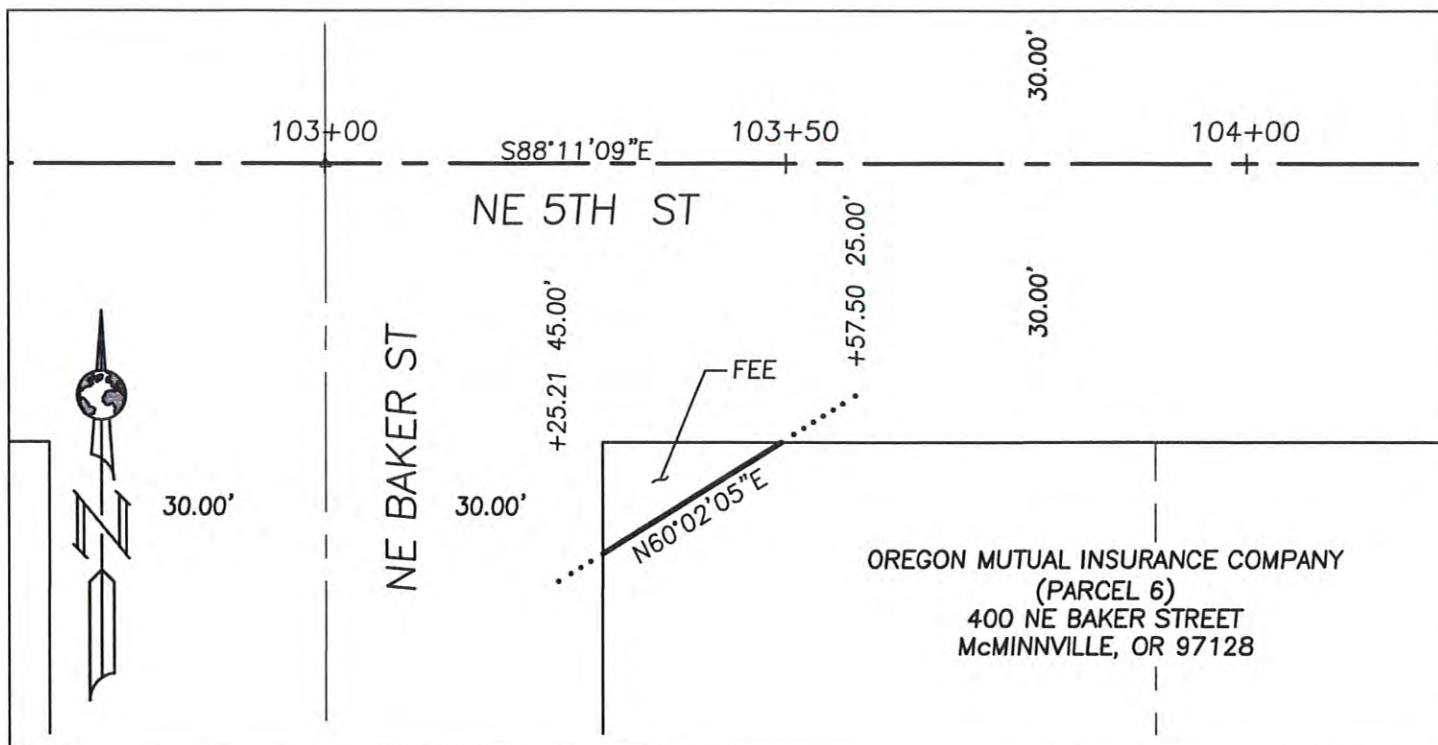
A parcel of land lying in the SW1/4,NW1/4 of Section 21, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Warranty Deed to Oregon Mutual Insurance Company recorded July 10, 1967 as Volume 61, Page 357, Deed Records of Yamhill County, said parcel being that portion of said property Northerly of the following described line:

Beginning at a point opposite and 25.00 feet Southerly of Engineer's Station 108+48.40 on the herein described center line of NE 5th Street; thence S49°43'02"E in a straight line to a point opposite and 46.00 feet Southerly of Engineer's Station 108+74.83 on said center line.

The center line of NE 5th Street is described in Parcel 1.

This parcel of land contains 94 square feet, more or less, outside the existing right of way.





REGISTERED
PROFESSIONAL
LAND SURVEYOR

Relit Chemol

OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16

EXHIBIT B

OREGON MUTUAL INSURANCE COMPANY
400 NE BAKER STREET, & 347 NE 4TH STREET,
NW 1/4 SECTION 21, T4S, R4W, W.M., YAMHILL
COUNTY, MCMINNVILLE, OREGON

DATE JANUARY 15, 2016

JOB NO. 2015010

bluedot
group

land surveying & mapping
11700 sw 67th ave
portland, or 97223
v. 503.624.0108
www.bluedotgrp.com

Parcel 1 – Fee

A parcel of land lying in the SE1/4 of the NE1/4 of Section 20, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Statutory Warranty Deed to Citizens Bank recorded February 5, 1999 as Document No. 199902493, Deed Records of Yamhill County, said parcel being that portion of said property included in a strip of land variable in width lying on the Southerly side of the center line of NE 5th Street, which center line is described as follows:

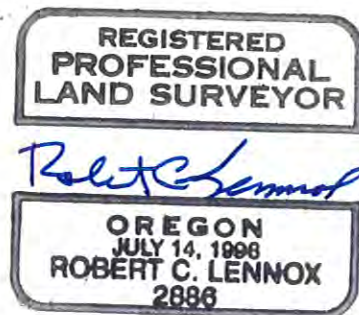
Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88° 09' 49" East, a distance of 300.07 feet; thence South 88° 11' 09" East, a distance of 2,270.32 feet; thence South 88° 11' 17" East, a distance of 704.14 feet to Engineer's center line station 132+74.53, said station being the centerline intersection of said NW 5th Street and NW Logan Street, monumented by 1/2" iron pipe in a monument case.

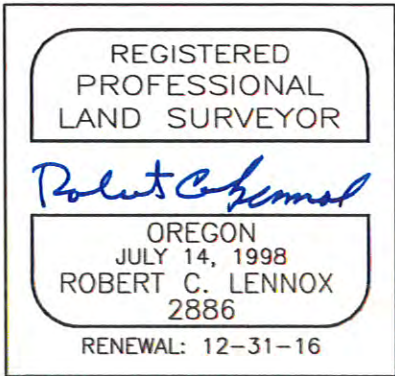
The width in feet of said strip of land is as follows:

Station	to	Station	Width on South Side of Center Line
102+46.00		102+59.74	32.00
102+59.74		102+75.08	32.00 in a straight line to 44.00

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

This parcel of land contains 89 square feet, more or less, outside the existing right of way.





DATE	JANUARY 15, 2016
JOB NO.	2015010

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portland, or 97223
v. 503.624.0108
www.bluedotgrp.com

Parcel 1 – Fee

A parcel of land lying in the SE1/4, of the NE1/4 of Section 20, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Trustee's Deed to Raman Inc, an Oregon Corporation, recorded September 19, 2011 as Document No. 2011-12065, Deed Records of Yamhill County, said parcel being that portion of said property Southerly of the following described line:

Beginning at a point opposite and 25.00 feet Northerly of Engineer's Station 102+57.13 on the herein described center line of NE 5th Street; thence N46°52'25"E in a straight line to a point opposite and 43.00 feet Northerly of Engineer's Station 102+75.15 on said center line.

The center line of NE 5th Street is described as follows:

Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88° 09' 49" East, a distance of 300.07 feet; thence South 88° 11' 09" East, a distance of 2,270.32 feet; thence South 88° 11' 17" East, a distance of 704.14 feet to Engineer's center line station 132+74.53, said station being the centerline intersection of said NW 5th Street and NW Logan Street, monumented by 1/2" iron pipe in a monument case.

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

This parcel of land contains 32 square feet, more or less, outside the existing right of way.



EXHIBIT A - Page 1 of 1

Parcel 1 – Fee

A parcel of land lying in the SE1/4 of the NE1/4 of Section 20, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Bargain and Sale Deed to Yamhill County, State of Oregon, recorded June 5, 1888 as Book Y, Page 595, Deed Records of Yamhill County, said parcel being that portion of said property Southerly of the following described line:

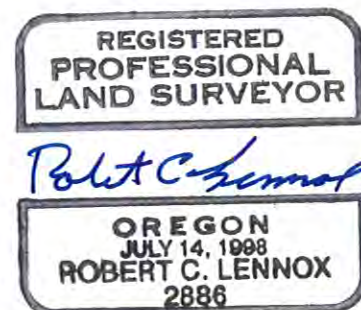
Beginning at a point opposite and 41.00 feet Northerly of Engineer's Station 112+25.27 on the herein described center line of NE 5th Street; thence S43°11'13"E in a straight line to a point opposite and 41.00 feet Northerly of Engineer's Station 112+41.27 on said center line.

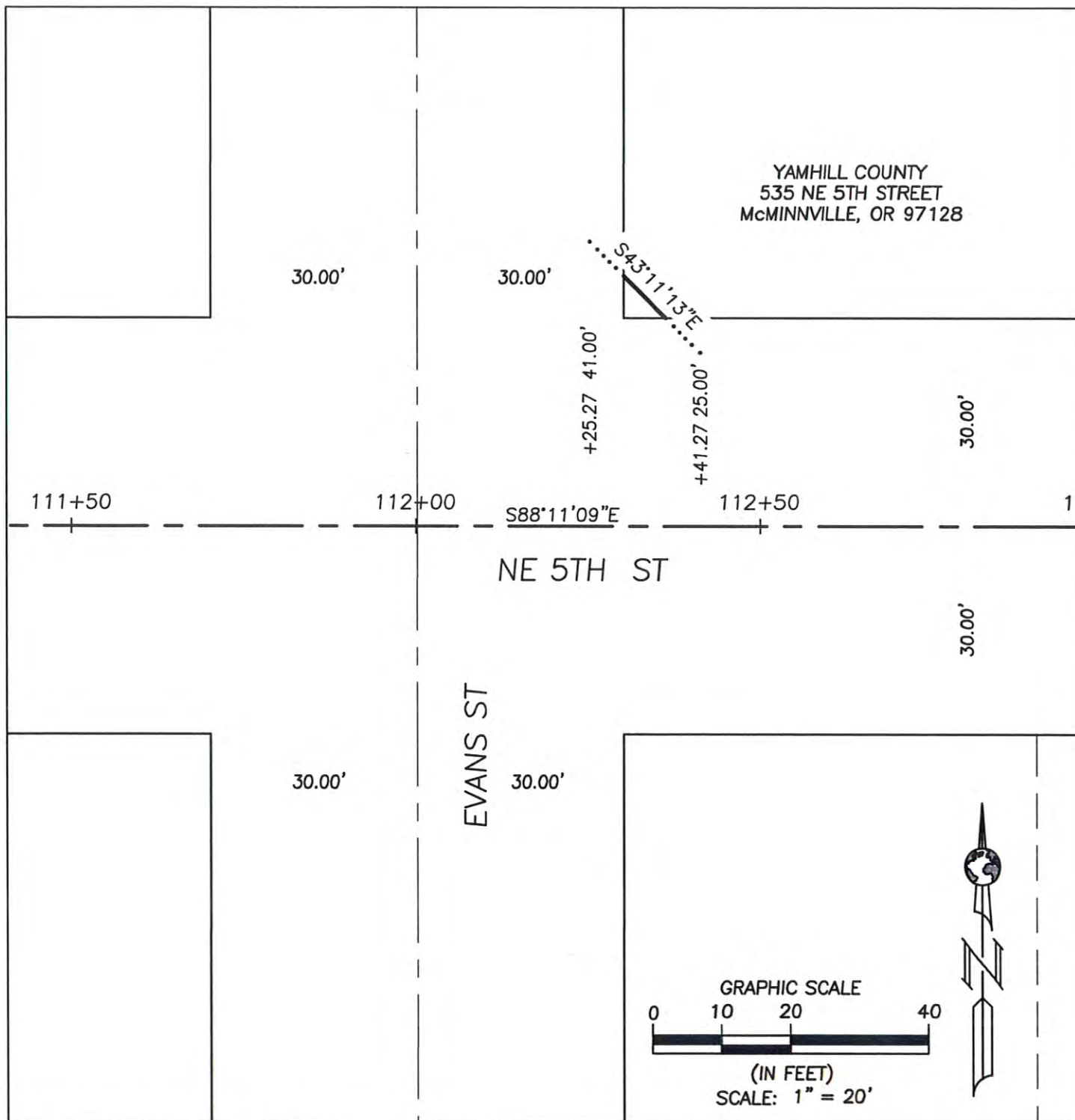
The center line of NE 5th Street is described as follows:

Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88° 09' 49" East, a distance of 300.07 feet; thence South 88° 11' 09" East, a distance of 2,270.32 feet; thence South 88° 11' 17" East, a distance of 704.14 feet to Engineer's center line station 132+74.53, said station being the centerline intersection of said NW 5th Street and NW Logan Street, monumented by 1/2" iron pipe in a monument case.

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

This parcel of land contains 18 square feet, more or less, outside the existing right of way.





REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert C. Lennox

OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16

EXHIBIT B

YAMHILL COUNTY
535 NE 5TH STREET McMINNVILLE
NE 1/4 SECTION 20, T4S, R4W, W.M., YAMHILL
COUNTY, OREGON

DATE JANUARY 15, 2016

JOB NO. 2015010

bluedot
group

land surveying & mapping
11700 sw 67th ave
portland, or 97223
v. 503.624.0108
www.bluedotgrp.com

Parcel 1 – Fee

A parcel of land lying in the SW1/4 of the NW1/4 of Section 21, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Statutory Warranty Deed to Yamhill County, State of Oregon, recorded July 28, 2005 as Document No. 200516209, Deed Records of Yamhill County, said parcel being that portion of said property Northerly of the following described line:

Beginning at a point opposite and 44.00 feet Southerly of Engineer's Station 112+25.00 on the herein described center line of NE 5th Street; thence N46°48'51"E in a straight line to a point opposite and 25.00 feet Southerly of Engineer's Station 112+44.00 on said center line.

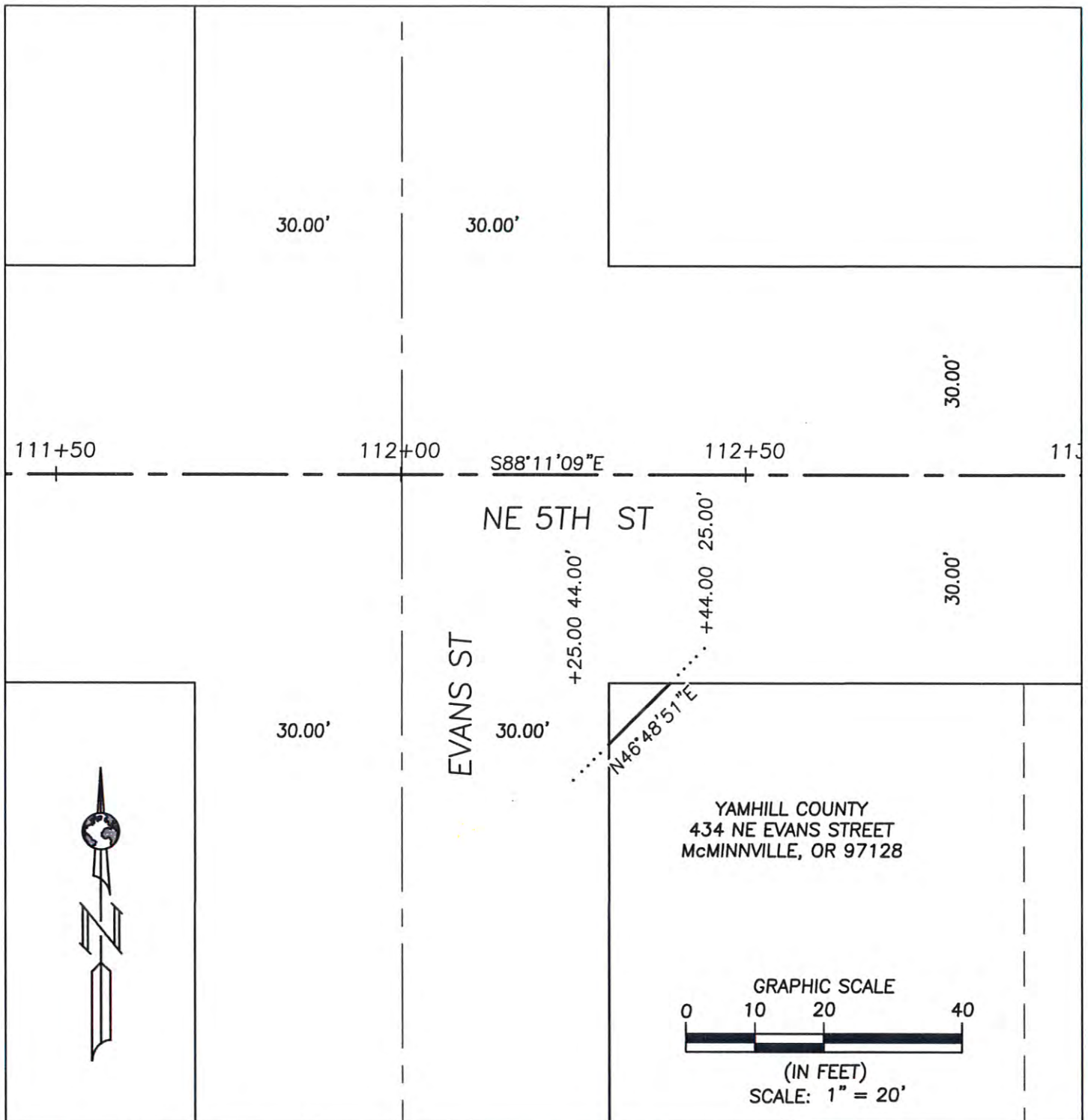
The center line of NE 5th Street is described as follows:

Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88° 09' 49" East, a distance of 300.07 feet; thence South 88° 11' 09" East, a distance of 2,270.32 feet; thence South 88° 11' 17" East, a distance of 704.14 feet to Engineer's center line station 132+74.53, said station being the centerline intersection of said NW 5th Street and NW Logan Street, monumented by 1/2" iron pipe in a monument case.

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

This parcel of land contains 39 square feet, more or less, outside the existing right of way.





<p>REGISTERED PROFESSIONAL LAND SURVEYOR</p> <p><i>Robert C. Lennox</i></p> <p>OREGON JULY 14, 1998 ROBERT C. LENNOX 2886</p> <p>RENEWAL: 12-31-16</p>	<p>EXHIBIT B</p> <p>YAMHILL COUNTY 434 NE EVANS STREET McMinnville NW 1/4 SECTION 21, T4S, R4W, W.M., YAMHILL COUNTY, OREGON</p> <table border="1"> <tr> <td>DATE</td> <td>JANUARY 25, 2016</td> </tr> <tr> <td>JOB NO.</td> <td>2015010</td> </tr> </table>	DATE	JANUARY 25, 2016	JOB NO.	2015010	<p>bluedot group</p> <p>land surveying & mapping 11700 sw 67th ave portland, or 97223 v. 503.624.0108 www.bluedotgrp.com</p>
DATE	JANUARY 25, 2016					
JOB NO.	2015010					

Parcel 1 – Fee

A parcel of land lying in the SW1/4 of the NW1/4 of Section 21, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Bargain and Sale Deed to BBG Investments, LLC recorded December 23, 2014 as Instrument No. 201416095, Yamhill County Deed Records, said parcel being that portion of said property Northerly of the following described line:

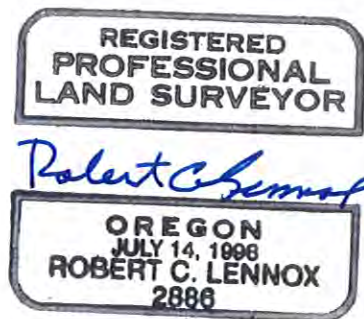
Beginning at a point opposite and 25.00 feet Southerly of Engineer's Station 111+58.77 on the herein described center line of NE 5th Street; thence S42°58'08"E in a straight line to a point opposite and 42.00 feet Southerly of Engineer's Station 111+75.64 on said center line.

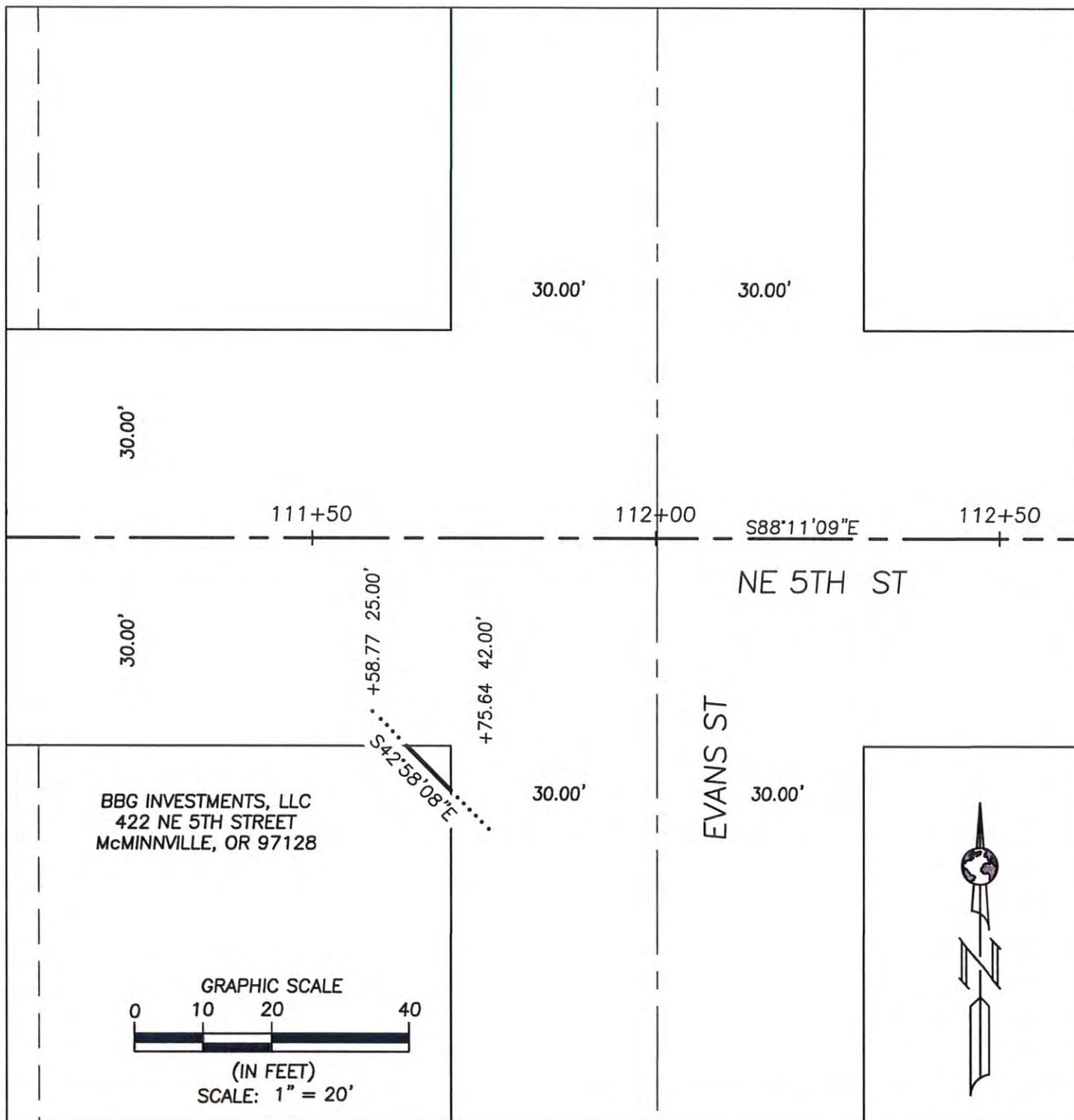
The center line of NE 5th Street is described as follows:

Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88° 09' 49" East, a distance of 300.07 feet; thence South 88° 11' 09" East, a distance of 2,270.32 feet; thence South 88° 11' 17" East, a distance of 704.14 feet to Engineer's center line station 132+74.53, said station being the centerline intersection of said NW 5th Street and NW Logan Street, monumented by 1/2" iron pipe in a monument case.

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

This parcel of land contains 21 square feet, more or less, outside the existing right of way.





REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert C. Lennox

OREGON
JULY 14, 1998
ROBERT C. LENNOX
2886

RENEWAL: 12-31-16

EXHIBIT B

BBG INVESTMENTS, LLC
 422 NE 5TH STREET, McMinnville
 NW 1/4 SECTION 21, T4S, R4W, W.M., YAMHILL
 COUNTY, OREGON

DATE JANUARY 15, 2016

JOB NO. 2015010

bluedot
group

land surveying & mapping
 11700 sw 67th ave
 portland, or 97223
 v. 503.624.0108
www.bluedotgrp.com

Parcel 1 – Fee

A parcel of land lying in the SE1/4, NW1/4 of Section 21, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; said parcel being a portion of that property described in that Quitclaim Deed to Kathleen Stocks recorded May 26, 2009 as Document No. 200907777, Yamhill County Deed Records, said parcel being that portion of said property Northerly of the following described line:

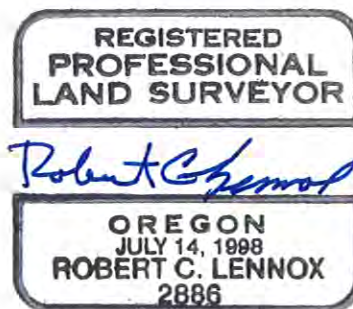
Beginning at a point opposite and 25.00 feet Southerly of Engineer's Station 126+56.39 on the herein described center line of NE 5th Street; thence S43°11'15"E in a straight line to a point opposite and 44.00 feet Southerly of Engineer's Station 126+75.39 on said center line.

The center line of NE 5th Street is described as follows:

Beginning at Engineer's center line station 100+00.00, said station being the centerline intersection of NW 5th Street and NW Adams Street, monumented by 3/4" iron bar, with a punch mark, in a monument case; thence South 88°09'49" East, a distance of 300.07 feet; thence South 88°11'09" East, a distance of 2,270.32 feet; thence South 88°11'17" East, a distance of 704.14 feet to Engineer's center line station 132+74.53, said station being the centerline intersection of said NW 5th Street and NW Logan Street, monumented by 1/2" iron pipe in a monument case.

Bearings are based on County Survey No. 13151 Yamhill County Survey Records, recorded January 11, 2016, Yamhill County, Oregon.

This parcel of land contains 39 square feet, more or less, outside the existing right of way.





City Council- Regular

Meeting Date: 02/23/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

City of McMinnville Building Division Reports for the Period Ending January 31, 2016

BACKGROUND:

Attachments

Building Division Report

City of McMinnville

C404 - Privately Owned

Between 01/01/2016 and 01/31/2016

	Class Code	Permits	Bldgs	Houses	Valuation
		71	26	26	\$117,688
	Sub-Totals:	71	26	26	\$117,688
<u>Section I - Residential HouseKeeping Buildings</u>					
One-Family Houses Detached	101	7	7	7	\$1,647,088
	Sub-Totals:	7	7	7	\$1,647,088
<u>Section IV - Additions & Alterations</u>					
Add or Alter Dwellings	434	1	0	0	\$0
Add or Alter All Other Buildings and Structures	437	1	0	0	\$294,455
	Sub-Totals:	2	0	0	\$294,455
	Grand-Totals:	80	33	33	\$2,059,231

Activity Summary Totals Report

Category: BLDG

Issued: 01/01/2016 - 01/31/2016

Type	# of Permits	Total Fees	Total Valuation
BLDCOMBO			
ACOM	1	\$7,155.62	\$294,455.36
NSFR	7	\$55,560.63	\$1,647,088.06
BLDMAJOR			
ASFR	1	\$100.00	\$0.00
BLDMINOR			
OTHR	1	\$44.57	\$1,000.00
ROOF	2	\$696.99	\$74,688.00
FLS			
SPRK	1	\$428.00	\$31,000.00
MECH			
COM	4	\$862.40	\$0.00
INS	1	\$44.80	\$0.00
PUB	2	\$493.20	\$0.00
RES	16	\$701.53	\$0.00
MISC			
	21	\$5,444.50	\$0.00
PLUM			
COM	2	\$246.40	\$0.00
PUB	1	\$81.76	\$0.00
RES	19	\$1,188.32	\$10,500.00
SIGN			
MONU	1	\$27.04	\$500.00
Total:	80	\$73,075.76	\$2,059,231.42

Activity Summary Totals Report

Category: BLDG

Issued: 07/01/2015 - 01/31/2016

Type	# of Permits	Total Fees	Total Valuation
BLDCOMBO			
ACOM	13	\$86,281.55	\$2,617,501.36
AGAR	1	\$876.16	\$42,131.10
AIND	2	\$5,371.82	\$66,261.68
APUB	1	\$1,868.24	\$200,000.00
ASFA	1	\$1,173.10	\$83,000.00
ASFR	9	\$8,776.10	\$633,635.86
NAPT	2	\$3,021.44	\$640,267.32
NCOM	1	\$2,631.81	\$40,000.00
NGAR	4	\$1,798.07	\$99,702.33
NIND	1	\$7,028.18	\$232,345.68
NOTH	1	\$271.75	\$11,788.48
NSFA	6	\$49,583.92	\$954,271.80
NSFR	47	\$397,988.13	\$11,613,301.99
BLDMAJOR			
ACOM	3	\$1,431.75	\$95,000.00
AIND	1	\$369.54	\$20,000.00
ASFR	4	\$560.09	\$21,500.00
DECK	1	\$176.26	\$7,281.12
NGAR	1	\$931.49	\$52,689.28
NOTH	3	\$1,132.78	\$70,434.40
BLDMINOR			
DECK	5	\$691.24	\$32,086.51
FOUN	2	\$481.38	\$23,500.00
OTHR	12	\$1,460.74	\$48,880.00
PATI	4	\$785.58	\$34,715.34
PUB	2	\$0.00	\$0.00
ROOF	15	\$5,750.77	\$741,956.00
DEMO			
PUB	1	\$0.00	\$0.00
RES	3	\$1,344.78	\$24,400.00
FLS			
ALRM	7	\$877.29	\$42,456.00
SPRK	8	\$2,006.71	\$160,030.00
SUPP	3	\$199.66	\$6,100.00
MECH			
COM	14	\$4,577.20	\$0.00
IND	2	\$947.22	\$0.00

Type	# of Permits	Total Fees	Total Valuation
INS	3	\$1,649.76	\$0.00
PUB	6	\$1,154.00	\$0.00
RES	144	\$6,031.44	\$0.00
MH			
RES	6	\$3,278.30	\$82,172.64
MISC			
	90	\$41,772.15	\$0.00
OCC			
COM	1	\$28.00	\$1,000.00
PLUM			
COM	10	\$15,389.44	\$0.00
IND	10	\$448.00	\$0.00
PUB	4	\$81.76	\$0.00
RES	84	\$7,850.64	\$10,500.00
SIGN			
MONU	2	\$122.76	\$3,300.00
OTHR	1	\$79.62	\$2,000.00
POLE	2	\$529.70	\$26,250.00
Total:	543	\$668,810.32	\$18,740,458.89

City of McMinnville - Account Summary Report

For Post Dates 07/01/2015 - 01/31/2016

For Category: BLDG

Fee Items: 1000,1010,1020,1100,1200,1210,1220,1230,1300,1310,

Posted Amount

Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$16,857.89
		<hr/>
		\$16,857.89
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$91,780.18
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$58,439.92
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$2,892.04
		<hr/>
		\$153,112.14
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$20,589.86
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$1,365.70
		<hr/>
		\$21,955.56
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$27,003.40
Account Code: 70-4400-15	1320 PLAN REVIEW-PLUMBING	\$971.50
		<hr/>
		\$27,974.90
Account Code: 70-4400-20	1010 PERMIT FEES-MH SETUP	\$1,290.00
		<hr/>
		\$1,290.00
Account Code: 70-4400-25	1220 PERMIT FEES-REINSPECTION	\$235.00
		<hr/>
		\$235.00

Total Posted Amount: \$221,425.49